

West Virginia
Department of
Environmental Protection
Bid Proposal



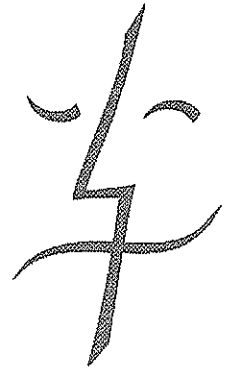
PO Box 9296
South Charleston, WV 25309
304-556-4839
FEIN: 55-077-8747

RFQ Number:
DEP13883

www.epiphanyconsulting.org

Epiphany CONSULTING

Employee Revelations!



Epiphany Consulting Office: 304-556-4839
PO Box 9296 Fax: 304-766-8177
South Charleston, WV 25309 Mobile: 304-541-8711

Bid Proposal

December 7, 2006

RFQ Number: DEP13883

Epiphany Consulting, LLC, will agree to provide West Virginia Department of Environmental Protection with the following assessment suite.

A single, integrated suite of Human Resources Assessments to focus and support:

- new employee selection
- employee placement
- career development and coaching
- succession planning
- promotions
- self-improvement
- job description development
- leadership development
- team development
- customer service excellence

The suite will provide applicant and employee information on the following:

- attitudes regarding integrity, work ethic, reliability, and probability of substance abuse
- cognitive ability and learning capacity
- occupational interests
- behavioral traits, interpersonal sensitivity, management style, productivity, quality of work, initiative, teamwork, problem solving, adapting to change
- team compatibility and balance, looks at overall strengths and weaknesses and quality of team.
- customer service behavioral characteristics, provides easy comparison of an individual's behavior traits, proficiencies, and perspective on Customer Service to our company's standards.
- competitiveness, persistence, energy, and sales drive
- distortion

The assessment suite will provide:

- That the assessments will be conveniently administered on the Internet, so DEP can assess employees and job candidates anywhere there is internet access. Paper and pencil is optional and available on request. Results are available immediately and can be shared with decision makers in any of the agency's offices, anywhere in the state or world.
- Assessments are not timed
- Assessments do not require administration (proctoring)
- Our assessments have the ability for 24/7 access to an account where DEP assessments and data are stored. Data storage and access is redundant and based on a state-of-the-art infrastructure, with a seamless all-in-one delivery system
- Epiphany has the ability to supply the DEP with its own assessment account that is user name and password protected.
- We will produce technical manuals supporting reliability and validity
- We have documentation to support securing of data that will be satisfactory to DEP.
- We have a full range of assessments for pre and post hire use. To include normative and ipsative type assessments; integrity assessments and access to a 360 degree feedback system that is available upon request.
- Availability to customize by agency, department, manager, position, geography, or any combination of these factors.
- Our assessments do not require certification and/or interpretation for use; we also have a User's Guide and reference guides available for employee use in understanding the assessment output
- We demonstrate full Customer Service capability and ability to train on the use and application of assessment
- Assessments are easy to understand, and reports are pleasing to the eye as well as intuitively navigated. Reports are available, where appropriate, for individuals, groups, and the entire agency.
- Each assessment is scientifically constructed, thoroughly tested, and rigorously validated. Meets all requirements of the EEOC, the ADA, and the Civil Rights Act. Each also meets or exceeds applicable requirements as noted by the U. S. Department of Labor on use of assessments in the workplace.

The site allows Multi-user Clients

Job Specifications Patterns on all Positions:

Assessments:

1. Schedule Assessments
2. View Site User Assessments
3. Transfer Assessments to Site Users

Patterns:

1. Build Patterns
2. Patterns are Automatically Shared Between Multi-user and Site Users

Assessment Inventory:

1. View Inventory
2. View Site User Inventory
3. Transfer Inventory To and From Site Users

Assistants – An Assistant has the same functionality as the original site user, however the Assistant has a unique username and password. The original user creates the Assistant User. Corporate Clients, Site Clients, Multi-user Clients and Site Users all have the ability to create and maintain Assistant Users.

1. Create Multiple Assistants each with Unique Login Credentials

Site Users: has the ability to setup a Multi-user Client account. The Site User has the same functionalities as a Single Client site but with the added features of creating Assistant Users and sharing a common job pattern pool. Each Site User will share the company name that is displayed on the home screen of its Multi-user Client.

SERVICE AGREEMENT

Between Epiphany Consulting, L.L.C. (a licensed business partner of Profiles International, Inc. (Profiles), and Department of Environmental Protection State of West Virginia (WVDEP) of 601 57th Street SE Charleston, WV 25304

I. TERM

This contract becomes effective upon award and extends for a period of 2 (Two) years and shall automatically renew every year thereafter unless otherwise requested by WVDEP upon 60 (Sixty) days written notice to Epiphany Consulting LLC. Epiphany may terminate this contract for any reason upon giving the director of purchasing for client 60 (Sixty) days written notice. Unless specific provisions are stipulated elsewhere in this contract, the terms, conditions and pricing set herein are firm for the life of the contract.

II. PRODUCT and PAYMENTS

WVDEP agrees to pay **\$50.00** (Fifty Dollars) per employee per year at a minimum of **850** (Eight Hundred Fifty) employees totaling at least **\$42,500.00** (Forty-two Thousand Five Hundred Dollars) per year. This yearly licensing fee is for unlimited use of the following product(s): SOSII, Profile XT, Profiles Performance Indicator, Sales Indicator, Customer Service Perspective, and The Team Analysis (referred to hereafter as "the product"). Profiles agrees to provide a Virtual Assessment Center for a fee of **\$695.00** (Six Hundred Nintey-Five Dollars) per year, with an annual renewal fee of **\$695.00** (Six Hundred Nintey-Five Dollars) which shall automatically renew every year thereafter unless otherwise requested by client upon 60 days written notice to Epiphany Consulting LLC.

III. CLIENT ACKNOWLEDGMENTS

WVDEP hereby acknowledges and agrees all materials associated with the product are copyrighted and remain the property of Profiles. WVDEP hereby acknowledges the product is for internal use only and shall not distribute the product in any manner. Neither party shall transfer, convey, or assign any of its rights or obligations under this Agreement, except in the event either party's business is sold to a third party.

IV. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties. This Agreement becomes valid when approved and signed by Epiphany Consulting, LLC and Profiles International, Inc.

All payments and any notices shall be directed to:

Epiphany Consulting, LLC
Attn: Kathi Rhea Richards
P.O. Box 9296
South Charleston, WV 25309

V. PROPOSAL SUBMITTED BY

//SIGNED//

Kathi Rhea Richards
Epiphany Consulting Inc.
07 DECEMBER 2006

VI. AUTHORIZED SIGNATURES

DEPARTMENT OF ENVIRONMENTAL PROTECTION, STATE OF WEST VIRGINIA

WVDEP Authorized Representative Signature

DATE: _____

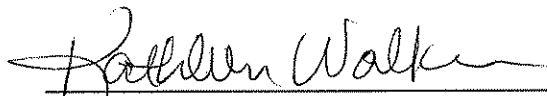
Printed Name and title

EPIPHANY CONSULTING L.L.C.



Kathi Rhea Richards
Co-Owner

DATE: 12/6/06



Kathleen Walker
Co-Owner

DATE: 12/6/06

PROFILES INTERNATIONAL INC.

Jim Sirbasku
CEO

DATE: _____



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*201144332 304-556-4839
EPIPHANY CONSULTING LLC
PO BOX 9296

SOUTH CHARLESTON WV 25309

SHIP TO

**ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ADMINISTRATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				
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0001	1	LS		961-20		
<p>CONSULTING SERVICE FOR HR VIRTUAL ASSESSMENTS</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE A VIRTUAL ASSESSMENT VIA THE INTERNET WITH UNLIMITED ACCESS TO SERVICE, PER THE FOLLOWING SPECIFICATIONS.</p> <p>THE CONTRACT IS TO BE BASED ON 850 EMPLOYEES AND UNLIMITED NUMBER OF EXTERNAL APPLICANTS TO BE USED FOR DEP'S DIVISION OF PERSONNEL TO EVALUATE NEW EMPLOYEES AND CURRENT EMPLOYEES.</p> <p>THE AGENCY REQUIRES THE SUCCESSFUL COMPANY TO PROVIDE A SINGLE INTERGRATED SUITE OF HUMAN RESOURCES ASSESSMENTS TO FOCUS AND SUPPORT THE FOLLOWING:</p> <ul style="list-style-type: none"> -NEW EMPLOYEE SELECTION -EMPLOYEE PLACEMENT -CAREER DEVELOPMENT AND COACHING -SUCCESSION PLANNING -PROMOTIONS -SELF-IMPROVEMENT -JOB DESCRIPTION DEVELOPMENT -LEADERSHIP DEVELOPMENT -TEAM DEVELOPMENT -CUSTOMER SERVICE EXCELLENCE <p>THE SUITE MUST PROVIDE APPLICANT AND EMPLOYEE INFORMATION ON THE FOLLOWING:</p> <ul style="list-style-type: none"> -ATTITUDES REGARDING INTEGRITY, WORK ETHIC, RELIABILITY 						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ruth Ann Richards</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE <i>Chief of Operations</i>	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

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				<p>AND PROBABILITY OF SUBSTANCE ABUSE</p> <ul style="list-style-type: none"> -COGNITIVE ABILITY AND LEARNING CAPACITY -OCCUPATIONAL INTERESTS -BEHAVIORAL TRAITS, INTERPERSONAL SENSITIVITY, MANAGEMENT STYLE, PRODUCTIVITY, QUALITY OF WORK, INITIATIVE, TEAMWORK, PROBLEM SOLVING AND ADAPTING TO CHANGE. -TEAM COMPATIBILITY AND BALANCE, LOOKING AT OVERALL STRENGTHS AND WEAKNESSES AND QUALITY OF TEAMS. -CUSTOMER SERVICE BEHAVIORAL CHARACTERISTICS, PROVIDING EASY COMPARISON OF AN INDIVIDUAL'S BEHAVIOR TRAITS, PROFICIENCIES, AND PERSPECTIVE ON CUSTOMER SERVICE TO DEP STANDARDS. <p>THE ASSESSMENT SUITE IS TO PROVIDE AN ASSESSMENT THAT MUST BE CONVENIENTLY ADMINISTERED ON THE INTERNET, SO DEP CAN ASSESS EMPLOYEES AND JOB CANDIDATES ANYWHERE THERE IS AVAILABLE INTERNET ACCESS. PAPER AND PENCIL MUST BE OPTIONAL AND AVAILABLE ON REQUEST. RESULTS MUST BE AVAILABLE IMMEDIATELY AND SHOULD BE EASILY SHARED WITH DECISION MAKERS IN ANY OF THE DEP'S OFFICES, ANYWHERE IN WV.</p> <p>ASSESSMENTS MUST NOT BE TIMED. ASSESSMENTS SHOULD NOT REQUIRE ANY PROCTERING/ADMINISTRATION.</p> <p>MUST HAVE THE ABILITY FOR 24/7 ACCESS TO AN ACCOUNT WHERE OUR ASSESSMENTS AND DATA ARE STORED. DATA STORAGE AND ACCESS SHOULD BE REDUNDANT AND BASED ON STATE-OF-THE-ART INFRASTRUCTURE, WITH A SEAMLESS ALL-IN-ONE DELIVERY SYSTEM.</p> <p>MUST HAVE THE ABILITY TO SUPPLY DEP WITH ITS OWN ASSESSMENT ACCOUNT THAT IS USER NAME AND PASSWORD PROTECTED. MUST BE ABLE TO PRODUCE TECHNICAL MANUALS SUPPORTING</p>		

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SIGNATURE <i>Kath Richals</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE Chief of Operation	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>RELIABILITY AND VALIDITY. MUST HAVE DOCUMENTATION TO SUPPORT SECURING OF DATA SATISFACTORY TO THE DEP.</p> <p>MUST HAVE A FULL RANGE OF ASSESSMENTS FOR PRE AND POST HIRE USE, INCLUDING NORMATIVE AND IPSATIVE TYPE ASSESSMENTS; INTEGRITY ASSESSMENTS AND A 360 DEGREE FEEDBACK SYSTEM.</p> <p>MUST BE AVAILABLE TO CUSTOMIZE BY DIVISION, MANAGER, POSITION, GEOGRAPHY, OR ANY COMBINATION OF THESE FACTORS.</p> <p>MUST NOT REQUIRE CERTIFICATION AND/OR INTERPERTATION FOR USE; MUST ALSO HAVE A USER'S GUIDE AND REFERENCE GUIDES AVAILABLE FOR EMPLOYEE USE IN UNDERSTANDING THE ASSESSMENT OUTPUT SHOULD DEMONSTRATE FULL CUSTOMER SERVICE CAPABILITY AND ABILITY TO TRAIN ON THE USE AND APPLICATION OF ASSESSMENT.</p> <p>ASSESSMENTS SHOULD BE EASY TO UNDERSTAND, AND REPORTS SHOULD BE PLEASING TO THE EYE AS WELL AS INTUITIVELY NAVIGATED. REPORTS SHOULD BE AVAILABLE, WHERE APPROPRIATE, FOR INDIVIDUALS, GROUPS AND THE ENTIRE DEPARTMENT. EACH ASSESSMENT MUST BE SCIENTIFICALLY CONSTRUCTED, THOROUGHLY TESTED, AND RIGOROUSLY VALIDATED. MUST MEET ALL REQUIREMENTS OF THE EEOA, THE ADA AND THE CIVIL RIGHTS ACT. EACH MUST ALSO MEET OR EXCEED APPLICABLE REQUIREMENTS AS NOTED BY THE U.S. DEPARTMENT OF LABOR ON THE USE OF ASSESSMENT IN THE WORKPLACE.</p> <p>THE SITE MUST ALLOW MULTI-USER CLIENTS WITH DEFINED ACCESS FOR EACH USER. MULTIPLE USERS WHO CAN VIEW INFORMATION, SCHEDULE ASSESSMENTS, BUILD BENCHMARKS/JOB PATTERNS AND PRINT ASSESSMENT RESULTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Kathleen Richman</i>	304-556-4839	12/6/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>Chief of Operations</i>	55-077-8747	

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<p>JOB SPECIFIC PATTERNS ON ALL POSITIONS MUST BE AVAILABLE.</p> <p>THE SUITE SHOULD ALLOW FOR THE EASY DEVELOPMENT OF BENCHMARKS/JOB PATTERNS FOR SPECIFIC JOBS AND ALLOW FOR MANUAL ADJUSTMENTS OF PATTERNS CREATED FROM ONE OR MOR FROM A VARIETY OF OPTIONS (OTHER EMPLOYEE ASSESSMENTS, SUPERVISOR QUESTIONNAIRES, AN ASSESSMENT LIBRARY PROVIDED BY THE VENDOR). PATTERNS SHOULD BE EASY TO UNDERSTAND AND CLEARLY RELEVANT TO THE JOB. PATTERNS MUST SHOW A HIGH CORRELATION TO ON THE JOB PERFORMANCE AND SUCCESS.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF TWO (2) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE</p>						

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SIGNATURE <i>Kathleen Rhee Richards</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE Chief of Operations	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Kath Area-Richards</i>	TELEPHONE 304-556-4839	DATE 12/6/06	
TITLE Chief of Operations	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kathie Cochran</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE Chief of Operations	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(✓) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID; OR () BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kathleen Richards</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE Chief of Operation	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEP13883

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**CHUCK BOWMAN
 304-558-2157**

VENDOR

*201144332 304-556-4839
 EPIPHANY CONSULTING LLC
 PO BOX 9296
 SOUTH CHARLESTON WV 25309

SHIP TO

ENVIRONMENTAL PROTECTION
 DEPARTMENT OF
 OFFICE OF ADMINISTRATION
 601 57TH STREET SE
 CHARLESTON, WV
 25304 304-926-0499

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				
BID OPENING DATE: 12/07/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ruth Ann Richard</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE Chief of Operations	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

*201144332 304-556-4839
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2006				
BID OPENING DATE: 12/07/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <i>Epiphany Consulting</i></p> <p>DATE: <i>12/6/06</i></p> <p>SIGNED: <i>Kath Shea Richard</i></p> <p>TITLE: <i>Chief of Operations</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Kath Shea Richard</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE <i>Chief of Operations</i>	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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DEPARTMENT OF
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601 57TH STREET SE
CHARLESTON, WV
25304 **304-926-0499**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/16/2006				
BID OPENING DATE: 12/07/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID</p> <p>BUYER: CB-23 RFQ. NO.: DEP13883 BID OPENING DATE: 12/07/2006 BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-766-8177 fax -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Kathi Richards 304-556-4839 -----</p> <p>*****</p> <p>PLEASE PROVIDE A PRICE EACH FOR EACH ASSESSMENT BASED UPON ONE ASSESSMENT A MONTH PER THE 850 EMPLOYEES OF DEP. PLEASE NOTE THE ESTABLISHED QUANTITY USED HERE IS FOR EVALUATION PURPOSES ONLY AND THAT THE CONTRACT WILL COVER UNLIMITED APPLICANT ASSESSMENTS OVER THE LIFE OF THE CONTRACT AND THAT BILLING WILL SUBMITTED QUARTERLY AND PAID IN ARREARS.</p> <p>PRICE PER EACH ASSESSMENT: \$ 4.16 per employees per month</p> <p>*****</p>						

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SIGNATURE <i>Kathi Richards</i>	TELEPHONE 304-556-4839	DATE 12/6/06
TITLE Chief of Operations	FEIN 55-077-8747	ADDRESS CHANGES TO BE NOTED ABOVE

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A F F I D A V I T

011

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Epiphany Consulting LLC

Authorized Signature: Kath Richards Date: 12/6/06

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Epiphany Consulting

Signed: Kath Richards

Title: Chief of Operations

Date: 12/7/06

STATE OF WEST VIRGINIA VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts).

West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

A. Application is made for 2.5% preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification.

B. Application is made for 2.5% preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid;

or

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid.

Bidder understands if the Secretary of Tax & Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order issued; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Epiphany Consulting, LLC

Signed: Kathi Richards

Date: 12/7/06

Title: Chief of Operations

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".